1879-002 Chancery Causes: Robert Stapleton vs. Charles Harber &c
Lee Co.

Whitt, Pennington

CA-Contract Dispute
T-Property

To the Honorable John A. Kelly Judge of the circuit Court of Lee County Va

Your Orator Robert Stapleton, humbly Complaining sheweth unto your Honor, that some time previous to the year 1872 he had agreed to Convey by deed about One acre of land situated in the County of Lee, and State of Va, to certain parties to be named as trustees, who were to hold the same to the use of the Missionary Baptist Church, and the place called Stone Creek Church, In his agreement he required that the house to be erected thereon, should be sealed and finished in a comfortable manner, and when completed used as a school house as well as a church; the spot for the site was selected and the house partly erected, when on or about the 16th day of Nov. 1872, one W. W. Blankenship who was a preacher in charge of said Congregation at times and who is a justice of the peace for said County, came to your orator's house & informed your orator he could properly prepare said deed, on that day your orator had to leave home and work upon the public road. he said to said Blankenship.

You can write the deed, and if the conditions are such as Your orator had required he would sign it, on his return the said Blankenship had gone, and here the matter rested, until the past spring when some controversy came up about said church & your orator heard the trustees claimed to have a deed therefor - Your orator came at once to the Clerks office of this County and upon enquiring found upon record a paper purporting to be a deed from your orator, to Charles Harber, Jesse Stapleton, Robert Stapleton (your orator) Anthony Whitt and Wm Pennington trustees, a copy of this deed is herewith filed marked "A" and is prayed to be considered herewith as part hereof

Your orator would here state that he is an illiterate man, can neither read nor write, and that he had full confidence in said Blankenship at the time & believe that he would take no undue advantage, acting as he was upon the part of the church, & said trustees, by an inspection of the deed however it will be seen that it does not contain the conditions required by your orator, and as read to your orator as he understands it it does not convey the land by the metes & bounds agreed by your orator to be conveyed.

Your orator alleges said deed after it was prepared, never was read to him, he never signed or sealed or delivered the same to said Blankenship; said trustees or any one for them, - that the certificate is false, & the deed not the deed of your orator, - Since he found it upon the record as it is, he has gone to said trustees and requested them to reconvey to him the land, because the deed is not in conformity with the agreement and because it is not your orators deed, and further because said house is now burned down and the place no longer used as a preaching place yet the trustees claim legal title thereto under said trust. Your orator is advised that this pretended deed thus procured is null and void, false & illegal, and to have a decree of this honorable court declaring it vacated void & set aside is the object of this bill. The premises considered, he therefore prays that Charles Harber, Jesse Stapleton

~~Robert Stapleton~~ Anthony Whitt and Wm Pennington be made parties defendant to this bill & be required to answer its allegations on oath, that upon a hearing a decree be rendered setting aside annulling & vacating said deed. and re-clothing your orator with his full legal title — and for all further & general relief. May supa. issue &c.

Hogan & Richmond

H.P.

Robert Stapleton

vs } Bill Chy.

Charles Harber et als

Exhibit filed "A"

1877. Aug. Bill Filed. Sia Issued, & Decree Nisi.
" Sept. Decree Nisi conf'd & dismissed by Pltff.

To the Honorable John A Kelly Judge of the Circuit Court of Lee County Virginia

The Joint answer of Charles Harber Anthony Witt William Pennington and Jesse Stapleton to a bill filed against them in this Honorable Court, by Robert Stapleton.

These respondents reserving the benefit of all just and proper exceptions which can or may be had to said bill for its manifold errors of both law and facts for answer thereto or to so much thereof as it is material for them to answer, Answer and say that it is true that the Plaintiff sometime prior to, and during the year 1872. agreed to convey to Trustees for the use of the Missionary Baptist Church a certain lot or parcel of land situated in said County to be used as a house of worship. After said Plaintiff had made this agreement, and before, he made the deed, to wit before the 16th day of November 1872. the Church proceeded to erect and succeeded in erecting a very good log house 20 by 25 feet. chinked and daubed and made very comfortable for Church and School purposes. After this was done, the said Plaintiff in pursuance of his positive and solemn agreement publicly made to and with the said Church to wit. on the 16th day of November 1872. made signed sealed and acknowledged a deed by which he conveyed said lot or parcel of land by metes and bounds with, covenants of General Warranty, to your respondents and himself as Trustees. Said deed is filed or rather a copy of it, with Plaintiffs bill Marked (A). Respondents deny that said deed is false forged or in anyway different from the express agreement which said Stapleton had made and promised to the Church. but upon the other hand they allege and assert that said deed is made in exact accordance with the agreement of the said Stapleton with the Church, and there was no undertaking upon the part of the Church to Build said Church or do anything on their part that was not already done before said deed was made. Respondents have been informed they believe, and they assert that said Staple did make said deed, that the same was prepared for him by his direction and at his request that after it was written it was read to him, that after it was read to him he signed and sealed it, (Signed it by making his mark to it, and that after signing it he acknowledged it before Charles C Blankenship then, as now a Justice of the Peace in and for said County, and that after acknowledging it the said Stapleton delivered it to the said Blankenship who was ~~the pr~~ a Preacher then in charge of said Church, to be by him delivered to the Clerk of Lee County, for recordation, Respondents further allege that after said deed was made and acknowledged, said Stapleton often and repeatedly stated and acknowledged both publicly and privately that he had made said deed, and the property was vested in said Trustees for the benefit of the Church. And he insisted on the Church going on and improving further said building, so as to make it more Comfortable.

Respondent will further show your Honor that said deed was made by said Stapleton before the lands were portitioned and at the time said deed was made the land belonged to said Robert Stapleton Jesse Stapleton and the heirs of Wm Stapleton decd so that at the time of the conveyance the said Robert only owned one undivided third of it, but that when the portition was made the said Robert directed said Commissioners to run the portition line so as to give to him the land embraced in said deed stating to said Commissioners that he had already conveyed the same to Trustees for the benefit of the Church and expressing the fear that if either of the other heirs should get it that they would refuse to let the Church have it. And in obedience to the request of the said Robert the Commissioners did run their line so as, to give said spot to him or include it in his boundary.

Your Respondents will here further show your Honor that the Church has not abandoned said lot, nor does it intend so to do. it is true they are not using it now as a preaching place and for the very good reason that on the day of January 1879. said house was burned down and destroyed, therefore there is no preaching place there, Respondents do not intend to say by what means the house was destroyed, it may have been accidental, but by what means so ever it was destroyed, its destruction has prevented and now prevents the church from using it, and this alone prevents it. Respondents will further show your Honor that they in good faith accepted the trust assigned them by said deed, that they assumed charge of said house, that they held it for the purposes for which it was conveyed & that no opposition or objection was ever set up in opposition thereto until some short time before the house was burned the said Robert became angry because he was not permitted to rule govern and control said Church as he saw fit, he then became angry and commenced threatening to destroy the house and he did go so far as to remove windows from it, alleging that they were his &c, And when the Church commenced or talked of proceeding against him therefor, he then and there only denies the deed which on the 16th day of November 1872 he had solemnly made and acknowledged, Respondents here again deny that said deed is false void forged or in any way improperly obtained. they here again assert that said deed is in exact accordance with the agreement of the said Robert Stapleton they here again deny that they or the church have abandoned said property or that that they have any intention of doing so. and they here again allege that said deed is the deed of the Plaintiff that it was written and prepared for him at his request that he signed sealed acknowledged and delivered as his deed. And now having answered the Complainants bill as fully as they deem it material to answer. and here again denying every and all allegations contained therein which are not admitted or denied pray to be hence dismissed with their costs in this case so unjustly expended.

Morison & Duncan Attys
for Respondents.

Virginia Lee County To wit

This day. Anthony Witt Charles Horvor & Wm Pennington, personally appeared before me James W Orr Clerk of Lee County and severally made oath that the facts stated in the foregoing answer so far as ~~stated~~ upon their own information are true and so far as made upon information derived from others they believe them to be true given, under my hand this, the 26th day of July 1879.

James W Orr. Clerk.

Anthony Witt et als
ads Answer -
Robert Stapleton

Filed Aug. 4th 1879.
R.W. Orr Jr. D.C.

The Commonwealth of Virginia,

To the Sheriff of Lee County—Greeting:

We Command you to Summon Charles Harber, Jessee Stapleton, Anthony Witt, & Wm Pennington, Trustees of Stone Creek Baptist Church

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in Aug, next, being rule day, to answer a bill in Chancery, exhibited in our said Court against them by Robert Stapleton

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this 12th day of July 1879; in the 104 year of the Commonwealth.

R. W. Orr Jr. D. **CLERK.**

H.P.

Robert Stapleton
vs } Spa in Chy.
Chas. Harker et als

Aug. Rules 1879.

Executed
F. Miles D.S.
for T. S. Ely S.L.C.